

AMESBURY PUBLIC SCHOOLS

INVITATION FOR BID

CASHMAN ELEMENTARY SCHOOL

ROOF TOP HVAC UNIT(S) REPLACEMENT

BIDS DUE:

THURSDAY, OCTOBER 28, 2021 @ 2:00 PM

At the office of

Superintendent of Schools

Amesbury High School

5 Highland Street

Amesbury, MA 01913

## 1. PURPOSE

The Amesbury Public Schools is seeking Bids from qualified contractors to replace the HVAC Roof Top Unit(s) at the Cashman Elementary School, as set forth in the attached specifications. Bidders must provide their CASHMAN ELEMENTARY SCHOOL – ROOF TOP HVAC UNIT(S) REPLACEMENT Bid to the Amesbury Public Schools, Superintendent's Office, 5 Highland Street, Amesbury, MA 01913 no later than 2:00 PM on Thursday, October 28, 2021.

## 2. SCOPE OF WORK

The Contractor shall furnish roof top hvac unit(s) replacement services pursuant to the attached Scope of Work entitled Appendix A. The Bid must contain all information pertaining to the roof top hvac unit(s) replacement services such as the necessary preparation, schedule and plan for removal and installation, and materials list with pricing. All services will be performed during normal business hours.

The Amesbury Public Schools seeks services based on experience providing successful roof top hvac unit replacement system services to other agencies and jurisdictions.

## 3. INSTRUCTIONS TO BIDDERS

### Bid Submission Requirements

A complete Sealed Bid must be received by the Amesbury Public Schools no later than 2:00 PM on Thursday, October 28, 2021, in order to be considered responsive to this Invitation to Bid.

1. Sealed bids will be opened and read aloud at 2:00 PM on Thursday, October 28, 2021 in the Superintendent's Office at 5 Highland Street, Amesbury, MA 01913.
2. Bids shall be delivered to the place specified no later than the time specified, properly signed, enclosed in an envelope, sealed and plainly marked on the outside of the envelope: 'AMESBURY PUBLIC SCHOOLS – CASHMAN ELEMENTARY SCHOOL REPLACEMENT OF ROOF TOP HVAC UNIT(S) BID', addressed to: Amesbury Public Schools, Superintendent's Office, 5 Highland Street, Amesbury, MA 01913.
3. An individual authorized to bind the Bidder to the proposed contractual agreement shall sign the Bid proposal. All documents requiring signature will be executed by the appropriate authority and enclosed with the Bid.
4. The Bid must contain all information pertaining to the Roof Top HVAC Unit(s) Replacement, such as schedule for removal and replacement of HVAC units.
5. All requests for clarification and any questions about information contained in this IFB must be directed to Amesbury Public Schools: Matt Bennett, Director of Facilities at [bennettm@amesburyma.gov](mailto:bennettm@amesburyma.gov). Answers to all substantive questions will be put in writing and supplied in the form of an Addendum by email to all parties who have received a copy of this IFB.

6. **A mandatory pre-bid conference and walk-through is scheduled for Wednesday, October 20, 2021 at 9:00 AM.** The pre-bid conference is mandatory for all proposers, and failure to attend will result in the rejection of any submitted bid.
7. No requests or questions will be accepted after Friday, October 22, 2021 at 10:00 AM. The Bidder must include with any request or question, the name, address, telephone number, fax number and e-mail address of the person to whom a response, if any, should be sent. If the Amesbury Public Schools determines that an answer or response to a request or question is appropriate, the Amesbury Public Schools will provide such answer or response in writing to all bidders in the form of an Addendum to this IFB. Bidders are not entitled to rely upon any answers or responses unless the same have been so issued by the Amesbury Public Schools.
8. A Bidder may correct, modify, or withdraw a Bid by sealed, written notice clearly marked as a correction, modifications, or withdrawal, and received in the Superintendent's Office prior to the time and date set for opening of Bids.
9. Bidders must acknowledge receipt of Addendum(s) through Tuesday, October 26, 2021.
10. Bids that are received after the Bid due date and time will be considered non-responsive and will not be accepted.
11. Failure to complete the enclosed forms, to answer any questions or to provide the required documentation will be deemed non-responsive and will result in rejection of the Bid, unless the Amesbury Public Schools determines that such failure constitutes a minor informality as defined in MGL c.30, § 39M.
12. Each Bid shall remain in effect and available for acceptance by the Amesbury Public Schools for a period of thirty (30) days, Saturdays, Sundays and legal holidays excluded from the deadline for submission, until an agreement has been signed by the Contractor and the School District, or this IFB is cancelled, whichever occurs first.
13. In the case of a discrepancy on the Price Summary Form between written and numerical amounts, the written amount shall prevail.
14. Nothing in this IFB shall be construed as superseding local ordinances, which shall at all times control.
15. A complete Bid shall include shall include all of the following documents and shall be organized in the following manner: (All forms are located in Appendix C)
  - a. Bid Submission Form (Form 1)
  - b. Signed Bid Price Summary Form (Form 2)
  - c. Acknowledgement of Receipt of Addendum(s) Form (Form 3)
  - d. Certificate of Eligibility (Form 4)
  - e. Update Statement (Form 5)
  - f. Certificate of Authority, if applicable (Form 6)

- g. Certificate of Non-Collusion and Certification of Tax Compliance (Form 7)
- h. Certification of OSHA Training (Form 8)
- i. Certificate of Insurance as per the City of Amesbury Insurance Requirements (Form 9)
- j. Bid Bond or Bid Security (5%) (Form 10)
- k. Certification Concerning Labor Standards and Prevailing Wage Requirements (Form 11)

#### Contractor Requirements

It is mandatory that the Contractor be able to meet the following requirements:

1. Provide roof top hvac replacement service as described in Appendix A.
2. Prove to have been regularly and actively engaged in providing roof top hvac system replacement services, operating under the same business name and business organization structure; and supplying the type of services described above and in Appendix A for a minimum of two (2) years.
3. Every bidder must submit the following with its bid:
  - A Prime/General Contractor Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM), showing that the Bidder has been approved to bid on projects for the category of work required and that the Bidder has a single project limit in an amount no lower than the amount of its Bid.
  - A fully completed Prime/General Contractor Update Statement
4. List any litigation, with the appropriate explanation, against your firm in the past five (5) years from 2016 through the present.
5. Successful Bidder must have supervisors available by phone during normal business hours.
6. All Contractor pricing must be in accordance with the Prevailing Wage Schedule (Appendix D) and Contractor must send all related Certified Payrolls to the Owner in a timely manner.
7. The successful bidder shall be required to submit a payment and a performance bond, each in the full amount of the contract price, prior to entering into a contract.

#### 4. PAYMENTS

The Contractor will be paid per approved invoice. An invoice will be presented for the services performed. This invoice shall, at a minimum, identify the itemized work that was done, where it was done, and when it was done. Contractor is required to price according to Prevailing Wage Rates from the attached Schedule.

5. INSURANCE

The Contractor shall procure and maintain in full force and effect during the term of the Agreement, insurance in accordance with the City of Amesbury's Insurance Requirements (Appendix B) on the appropriate policies.

Contractor will furnish a Certificate of Insurance form incorporated into and made part of the Agreement naming the Amesbury Public Schools as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Amesbury Public Schools prior to commencement of the Agreement.

6. REJECTION OF BIDS

The Amesbury Public Schools reserves the right to reject any and all Bids.

7. BASIS FOR DETERMINING BIDDER

The most responsible and responsive low Bidder will be considered for award of a contract.

8. BASIS FOR AWARD OF CONTRACT

Award of this contract shall be made by the Superintendent of Schools. The contract shall be awarded to the responsible and responsive Bidder submitting the lowest Bid, taking into consideration the Bidder's references, within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids. It is the intent of the Amesbury Public Schools to award a single contract for all services within the request for Bids and/or any other services submitted, to one vendor who can perform all outlined functions. The Amesbury Public Schools reserves the right to reject any and all Bids or to waive any informality in the Bids, if deemed in the District's best interest.

9. CONTRACT LENGTH

The Contract shall be for the period beginning on November 15, 2021 through April 15, 2022. The contract will have a rate as outlined in the Bidders Price Summary for the period and can be terminated for cause at any time by the Amesbury Public Schools, if the Amesbury Public Schools deems termination appropriate.

10. CANCELLATION OF CONTRACT

The Amesbury Public Schools reserves the right to cancel and terminate the contract at any time upon ten (10) days written notice of termination to the Contractor in the event that the service provided by the Contractor proves to be unsatisfactory. If the Amesbury Public Schools should terminate this agreement, the Contractor shall be entitled to receive from the Amesbury Public Schools, any and all payment for services up to and including the actual date of termination and transfer of account, as well as reimbursement from the Amesbury Public Schools for all expenses incurred by the Contractor which shall be reimbursable under the contract and which remain unpaid at the date of termination.

## **Appendix A**

### **Scope of Work –**

#### **Roof Top HVAC replacement (2 units)**

##### **Cashman Elementary School**

##### **193 Lions Mouth Road**

##### **Amesbury, MA 01913**

The Amesbury Public Schools seeks a contractor to replace two (2) Jackson Church RTU-1 roof top units at the Cashman Elementary School based upon the following:

- Provide, install and wire two (2) Seasons-4 roof top unit (or comparable model) with the following specifications:
  1. 460/3/60 System Voltage Supply
  2. Natural Gas Supply (7" w.c. minimum 14" maximum gas pressure)
  3. Refrigerant R410A
  4. Polyol Ester oil used with HFC refrigerants
  5. Interlek (ETL) listed equipment File 536162
  6. Unit manufactured to match existing roof curb and duct connections. Utility connections are located to require minimum field effort to re-connect system
  7. All aluminum exterior panels with corrosion resistant fasteners
  8. All motors three-phase with fuse and overload protection, motor contactors included
  9. Power block, terminal strip and operational relays included in hinged weatherproof control panel
  10. Lifting lugs in base of unit for rigging of equipment
  11. Units constructed of pre-painted aluminum panels
  12. Double wall panel construction, no exposed insulation in conditioned air section of unit
  13. Hinged access doors with single level multiple engagement latching system and door holdbacks
  14. Unit bottom completely panned
  15. Roof, side panels, doors and base insulated with 2" polyurethane foam with minimum R value of 13
  16. Curb gasket provided with unit for installation on supplied curb, self-adhesive gasket
  17. Scroll compressor(s) for staging and capacity control
  18. Air-cooled condensing section, direct drive fans
  19. Condenser coil guards – expanded aluminum
  20. Microgroove condenser coils – 5 mm rifled copper tube aluminum fin condensing coils
  21. Condenser fan inlet guards
  22. Copper tube/aluminum fin DX Evaporator coil with rows and FPI as per specifications
  23. Stainless steel IAQ drain pan and deflector pans
  24. Supply air fan – SWSI, airfoil, backward inclined, minimum Class I construction

25. Return air fan – SWSI, airfoil, backward inclined, minimum Class I construction
26. Seismic spring isolators on return air fan rated through zone 4
27. Seismic spring isolators on supply blower rated through Zone 4
28. Premium efficiency ODP motor on supply air fan NEMA type B with Class F Insulation and Service factor of 1.15
29. Premium efficiency ODP motor on return air fan NEMA type B with Class F insulation and Service factor of 1.15
30. Shaft grounding rings provided on supply blower motors
31. Shaft grounding rings provided on return blower motors
32. Supply air blower to be direct drive
33. Return air blower to be direct drive
34. Filters – 2” Pleated throw away type, MERV 8 efficient
35. Filter Gauge (Mechanical Differential Pressure type)
36. Natural gas heater, two pass, power vented tubular heater with stainless steel heat exchanger
37. Heaters to be provided with modulating gas valve
38. Bird screen on all outside air inlets
39. Outside air damper sized to meet airflow requirements
40. Return air damper sized to meet airflow requirements
41. Modulating economizer damper motors to be provided, wired and installed
42. Modulating damper motor as required
43. Gravity relief exhaust air damper sized to meet airflow requirements
44. Two deck multi-zone damper with number of zones as specified
45. All multi-zone damper motors to be provided, wire and installed at factory
46. Service light with switch and 120 volt. 10 amp ground fault convenience outlet factory mounted and wired to a transformer in the control panel.
47. Non-fused disconnect switch with exterior handle, mounted in unit control panel
48. Encapsulated high and low pressure switches; direct mounted
49. Manual reset high pressure switch and auto reset low pressure switch
50. Anti-short cycle pump-down systems
51. Electric economizer control with dry bulb economizer changeover
52. Evaporator Freezestat (DX-LTC)
53. Gas heat high temperature limit sensor mounted in discharge side of heating system
54. Ambient cooling lockout
55. Ambient heating lockout
56. Smoke detector (photo-electronic type) mounted in supply and return air section
57. Phase loss protection
58. Unit to be completely wired, wires numbered and color coded
59. Automated Logic Control System
60. Stand-alone DDC temperature control system provided and mounted by factory including programming
61. Variable speed motor drive (VSD) on supply and return fan motors
62. Variable speed motor drive (VSC) on condenser fan motors
63. Refrigerant piping to include suction filter and insulated suction line
64. Refrigerant piping to include sight glass, liquid line filter drier, solenoid valve and thermostatic expansion valve
65. Liquid line filter with replaceable core and ball valves for isolation on each circuit
66. Complete operational testing of equipment by factor personnel prior to shipment

- 67. Freight to jobsite
- 68. Four (4) year extended compressor warranty
- 69. Ten (10) year limited heat exchanger warranty
- 70. Fifteen (15) year warranty on maintenance free aluminum cabinet
- 71. Supervision of start-up of equipment by factory trained personnel
- 72. Onsite

- Remove and discard RTU-1
- Provide onsite measurement, project management, plumbing labor, electrical labor and rigging/crane service
- Integrate control system
- Provide start-up
- Furnish all permits and warranties



## Appendix B

### INSURANCE REQUIREMENTS

#### A. Comprehensive General Liability, Completed Operations Coverage and Umbrella Liability Insurance

Coverage for Bodily Injury and Property Damage as follows:

Limits of General Liability & Completed Operations Coverage

\$1 Million each occurrence

\$3 Million aggregate

Limits of Umbrella Liability Coverage

\$2 Million each occurrence

\$2 Million aggregate

The comprehensive General Liability and Completed Operations Coverage Policy (3 years) shall provide insurance for the Contractor for Bodily Injury and Property Damage to third parties arising out of:

1. Work performed by the Contractor himself with his own employees; “premises-operations” line.
2. Work performed by his Subcontractors, Contractor’s Protective Liability; (“sub-let” work or “Independent Contractors”) line. Use of subcontractor(s) may be subject to the prior approval of the City as described more fully in applicable contract terms and conditions. All subcontractors must also provide Certificates of Workers’ Compensation, General Liability, Completed Operations and Umbrella Liability Coverage.
3. The Contractor’s liability assumed under the Contract Terms; “hold harmless” or indemnity agreement” line also known as Contractual Liability Insurance. This coverage must be explicitly stated on the Contractor’s Insurance Certificate to indemnify and hold harmless the City.

#### B. Comprehensive Automobile Liability Insurance

All minimum coverage as required under Massachusetts General Laws for operation and registration of motor vehicles, and excess Bodily Injury and Property Damage coverage as follows:

Limits of Liability

**Bodily Injury and Property Damage** combined single limit of \$1 Million

The insurance is to include all owned or hired vehicles of the contractor and non-ownership protection for all employees of the Contractor engaged in the performance of the Contract.

#### C. Workers’ Compensation and Employer’s Liability Insurance

Coverage as required by the Workers’ Compensation laws of the Commonwealth of Massachusetts, MGL Ch. 149 §34A, including both statutory lines and Coverage B with a 100,000/500,000/100,000 limit of liability.

#### D. Owner’s Protective Liability Insurance

The Contractor shall furnish to Amesbury, Certificates of Insurance naming the City of Amesbury as an additional insured as their interest may appear and maintain said during the life of this Contract

complete General Liability Insurance in amounts set forth above for Bodily Injury and Property Damage Liability.

#### **E. Owner's Protective Liability Insurance**

Contractor will furnish a Certificate of Insurance form incorporated into and made a part of this Agreement naming the City of Amesbury as an "Additional Insured" on the appropriate insurance policies. Properly executed certificates must be on file with the Amesbury Public Schools prior to commencement of this Agreement, including a copy of the endorsement to their insurance policy naming the City as an Additional insured.

The Contractor shall procure and maintain in full force and effect during the term of this Agreement insurance against any and all losses, liabilities, claims, costs, expenses and damages, including third-party claims that are alleged to have arisen in connection with activities of the Contractor, and/or any agents, representative, subcontractors or employees as pertains to the project. When higher limits are required, such provisions will be listed in the project specifications issued by the City of Amesbury.

All insurance policies must state to indemnify, defend and save harmless the City of Amesbury and all of its officers, agents and employees for any suits, causes of action, claims, judgment or other liability that may arise as a result of the Contractor's action or failure to act. Mutual indemnification will not be accepted. No waivers of subrogation are implied or will be accepted.

Insurance companies must be licensed by the Commonwealth of Massachusetts or otherwise acceptable to the Municipality. The cost of such insurance, including required endorsements or amendments, certificates and renewals, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusion is required for all coverages. All policies shall be written so that the City of Amesbury shall be notified of cancellation or the addition of "restrictive amendments" by Registered Mail not later than twenty (20) days prior to the effective date of such cancellation or amendment.

The Contractor shall, when subcontractors are permitted by the agreement, require that each subcontractor procure and maintain, until the completion of that subcontractor's work, insurance of the types where applicable and to the limits set forth in the above sections. All such coverage by subcontractors shall be in favor of the Contractor and the City shall be indemnified and held harmless from liability in all such policies and named as an additional insured with respect to that subcontractor's involvement in the project.

The term "Contractor" shall apply to all persons or companies entering into this agreement with the Amesbury Public Schools to provide materials or labor to perform a service or do work (a project) for the city/schools.

## **Appendix C – Required Bid Forms**

<b>Form</b>	<b>Description</b>
1	Bid Submission Form
2	Bid Price Summary Form
3	Acknowledgement of Receipt of Addendum(s) Form
4	Certificate of Eligibility
5	Update Statement
6	Certificate of Authority
7	Certificate of Non-Collusion – Certification of Tax Compliance
8	Certification of OSHA Training
9	Certificate of Insurance
10	Bid Bond or Bid Security
11	Certification Concerning Labor Standards and Prevailing Wage Requirements

Form 1: BID SUBMISSION

Bidder (Legal Name): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Name): \_\_\_\_\_

Contact Person (Title): \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

(A W-9 will be required in the event of an award)

Bidder, if a corporation or limited liability company, was organized on \_\_\_\_\_ (date) under the laws of the Commonwealth of Massachusetts. (Attach as Bid Exhibit 1: Articles of Incorporation, Bylaws, Limited Liability Company Agreement, and all other organization documents. (If Partnership, attach copy of Partnership Agreement)

Corporation/Limited Liability Company

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Principals:

Contact Person (Name): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Has this entity been formed: ( )Yes ( )No

Name of Authorized Representative delegated for receiving notices and day-to-day contract administration: \_\_\_\_\_

Form 2 – PRICE BID SUMMARY – Replacement of Two (2) HVAC Roof Top Units

BID TOTAL: \$\_\_\_\_\_

\$\_\_\_\_\_

ANY ADDITIONAL INFORMATION SHALL BE EXPLAINED IN THIS SPACE OR REFERENCED HERE AND ATTACHED HERETO.

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FORM 3: ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM(S)

Acknowledgement of receipt of Addendum(s) # \_\_\_\_\_ through May 17, 2021.

This Bid is submitted by:

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(Complete name of firm to be given here)

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Signature of Authorized Individual

#### Form 4 – CERTIFICATE OF ELIGIBILITY

Every bidder must submit with this bid a Prime/General Contractor Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM), showing that the Bidder has been approved to bid on projects for this category of work and that the bidder has a single project limit in an amount no lower than the amount of its Bid.

It is the Bidder's responsibility to obtain the necessary forms from DCAMM and to submit its Application for Certification of Eligibility so as to allow sufficient time for DCAMM's evaluation of the application and issuance of a Certificate of Eligibility prior to the deadline for bidding.

#### Form 5 – Update Statement

Every bidder must submit with its bid a fully completed Prime/General Contractor Update Statement. It is the bidder's responsibility to obtain the necessary forms from DCAMM to submit with bid package.

The Prime/Contractor Update Statement is not a public record as defined in M.G.L. c. 4, §7 and will not be open to public inspection.



Form 6 – CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_ (Name of Corporation) held on \_\_\_\_\_ (Date) \_\_\_\_\_

It was VOTED that:

\_\_\_\_\_  
(Name) (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

\_\_\_\_\_ under seal of the company, shall  
(Officer)

Be valid and binding upon this company.

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_  
DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_

\_\_\_\_\_ That \_\_\_\_\_ is duly elected

\_\_\_\_\_ of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:

Form 7 – CERTIFICATE OF NON-COLLUSION & CERTIFICATION OF TAX COMPLIANCE

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature of person signing bid or proposal)

\_\_\_\_\_  
(Name of business)

\*\*\*\*\*

Pursuant to G.L. c.62C, §49A, I, \_\_\_\_\_ hereby certify under the  
Pains and penalties of perjury that \_\_\_\_\_ has complied with all laws  
(Contractor)

Of the Commonwealth of Massachusetts relating to the payment of taxes and has filed all state Tax  
returns and paid all State taxes required under law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security Number or Federal ID  
Number of Contractor

Form 8 – CERTIFICATION OF OSHA TRAINING

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Project Name

This project is subject to the safety and health regulations of the Massachusetts Department of Labor and work Force Developing of Industrial Safety “Rules and Regulations for the Prevention of Accidents in Construction Operations” Contractors shall be familiar with the requirements of these regulations.

The undersigned hereby certifies that:

1. All employees and subcontractors who work on this project will have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004.
2. The Contractor, and all subcontractors on this project, will provide certificates of compliance with this requirement for every employee working on this project site.
3. The successful bidder shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the Site to inspect the work and to supervise the conformance of the work with the regulations of the Act.

\_\_\_\_\_  
Name & Title of Signer (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OSHA GENERAL CONTRACTOR CERTIFICATION FORM Pursuant to Chapter 306 of the Acts of 2004, An Act Relative to the Health and Safety on Construction Projects GENERAL CONTRACTOR’S CERTIFICATION – BID FORM I, the undersigned, hereby certify under pains and penalties of perjury that I, and all subcontractors who are not filed sub-bidders, shall: (1) certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee. As used in this certification, the work “person” shall mean any natural person, business, partnership, corporation, union, committee, clb, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Individual Submitting Bid) D  
Signature

Duly Authorized Name of Business or Entity: \_\_\_\_\_

Date: \_\_\_\_\_

From 9 – CERTIFICATE OF INSURANCE

The Contractor shall take out and maintain insurance coverage in compliance with Appendix B. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract as outlined in the City of Amesbury Insurance Requirements.

The City of Amesbury shall be named as an "additional insured" on the Contractor's Commercial Liability Policies.

Mutual indemnification will not be accepted.

Properly executed certificates must be on file with the Amesbury Public Schools prior to commencement of the Agreement.

#### Form 10 – BID BOND OR BID SECURITY

General bids shall be accompanied by a bid deposit that is not less than five (5%) percent of the greatest possible Bid amount (considering all alternates) and made payable to the City of Amesbury. Each Bid must be accompanied by a bid security consisting of a Bid Bond, Cashier's, Treasurer's or Certified Check issued by a responsible bank or trust company in the amount of 5% of the bid price.

Bid bonds shall be issued by a company qualified to do business in the Commonwealth. The Bid deposit shall be retained as liquidated damages if the bidder does not execute a contract upon receipt of a notice of award and the Amesbury Public Schools shall award the contract to the next responsible and responsive bidder.

## Form 11 – PREVAILING WAGE REQUIREMENTS

In accordance with General Laws Chapter 149, Section 26 and 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, and laborers employed on the Project.

The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Appendix D and Form 12 herein.

The Contractor shall:

- Pay wages at least once a week;
- Submit payroll information to the Amesbury Public Schools, Director of Finance & Operations, 5 Highland Street, Amesbury, MA 01913 on a weekly basis in a format approved by the District, numbered in numerical sequence and signed by the Contractor.

Notwithstanding anything to the contrary, the District may, in its sole discretion withhold payment unless the District has in its possession payroll records that are complete, accurate, and current as of the date of said application for payment.

A signed Compliance Form must be included with the bid package (Form 11 Next Page)

## Form 11 – WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law, c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at [www.mass.gov/dols/pw](http://www.mass.gov/dols/pw) and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority, this includes the payroll forms and the Statement of Compliance form.

The certified payroll records must be submitted either by regular mail or by 3-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project. Each such contractor and subcontractor shall furnish weekly and within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_  
Date

I, \_\_\_\_\_,  
Name of Signatory Party Title

do hereby state: That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_ on the \_\_\_\_\_  
Contractor, Subcontractor or Public Body Building/project

and that all mechanics and apprentices, teamsters, and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty-nine of the General Laws.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

